Nada Smith

Q. My question is, just generally how many times have you ever seen Mr. Tuhin?

A. Overall?

Q. Yes.

A. Probably three or four times, counting the protest -- four times, yes.

Q. So you saw him at both protests?

A. Yes.

Q. So you saw him two times before the protests; does that sound about right?

A. No. One -- I'm sorry, I saw him more than four times. He came in twice before the protest. Twice during the protest. And once again after the protest.

Q. What do you remember about the first time you had seen him?

A. He came in, said that he didn't want the vehicle anymore, that it was too much for him and he can't afford it and everything -- that was a month after he purchased the vehicle though, so the car was already registered, the loan was in his name, he made payments and everything -- saying that he couldn't afford it and he wanted to return it.

Q. Did he tell you why the payments were so high?

A. No.

Q. Did he accuse New York Motor Group of doing something wrong?

A. He said that we gave him paperwork that was blank to sign -- which was never true, because I saw, after everything, I saw the bill of sale and I saw the contract and his signature is next to everything. So for him to say that it wasn't there -- to line up to sign, it just wouldn't line up.

Q. What do you mean by "it wouldn't line up"?

A. It wouldn't line up to where he would sign right next to each charge and each thing that he should have been aware of.

Q. You mean, where his initials were?

A. Yes.

Q. Is that what you mean?

A. Yes.

Q. So he was saying he signed documents that were blank?

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A. Yes.

Q. Are you saying it's physically impossible for him to sign a blank document and then for those numbers to be filled in later?

A. Yeah, because the customer fills out -- doesn't fill out blank paperwork.

Q. But how do you know that that didn't happen in his case?

A. Because I know for a fact, because the way it's lined up on the bill of sale. If he would have signed it blank, it wouldn't have lined up the way it does.

MR. KESHAVARZ: Do you have the bill?

MR. SIMON: I just got some stuff from Palisades.

MR. KESHAVARZ: May I see that? You can pass me the whole file.

MR. SIMON: This is what you want.

MR. KESHAVARZ: Mr. Simon, you can just pass me the whole file, please. Thank you, sir.

Q. I'm showing you what has been marked from the deposition of Mr. Tuhin as

Defendant's Exhibit C, from the deposition of October 27, 2014. There is a signature under "New York Motor Group." Do you know whose signature that is?

A. Julio's.

Q. You recognize the signature?

A. Yes.

Q. During Mr. Lane's testimony, there was an issue about two different types of signature allegedly by Mr. Estrada. Do you remember that?

A. Mm-hmm.

MR. SIMON: You mean, Mr. Lane's questioning.

Q. Mr. Lane's questioning.

A. Yes.

Q. So are you absolutely certainly that is Mr. Estrada's signature?

A. Yes.

Q. Did Mr. Tuhin say which papers that he signed that he claimed were blank?

A. He said all of them.

Q. He said all of them?

A. Mm-hmm.

Nada Smith

Q. So that would be including Exhibit C; right?

A. Yes.

Q. And Exhibit C is the retail installment sales contract for his vehicle; right?

A. Yes.

MR. SIMON: Note my objection to the form of the question, and your description.

Q. Document Exhibit C has the staff of M&T Bank in the upper left-hand side. The upper right-hand side it says, "Retail Installment Contract, parentheses, Motor Vehicle, dash, NY."

MR. SIMON: You called it that, retail installment contract. You just called it the retail installment sales contract.

MR. KESHAVARZ: Okay.

Q. Looking at Exhibit C, why is it not possible that Mr. Tuhin could have signed a blank document that was Exhibit C?

A. None of our clients sign blank

any --

A. No.

Q. Wait until the question is done.

The question is: Have you ever seen, at any point when you worked at New York Motor Group, a consumer sign any of the sales or financing agreements for the purchase of a vehicle from New York Motor Group?

A. Yes.

Q. How often have you done that?

A. I've seen a few times.

Q. Not regularly? Just a few times?

A. A few. Yeah, a few times.

Q. How often would you say?

A. I don't remember, but I did see a few times.

Q. And those few times, did you notice if the papers were blank?

A. They were all full.

Q. Do you know from your own observation whether other consumers could have signed sales and financing papers at New York Motor Group that were in fact blank?

A. No, that never happened. They

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documents.

Q. How do you know that?

A. Because it just doesn't happen.

Q. How do you know that?

A. Because I know for a fact, because I would get the paperwork right after the client signs it.

Q. So you would see the consumer signing the paperwork?

A. No, but I know for a fact that there is no way that any of our clients signed blank documents.

Q. Did you regularly see consumers sign sales contracts?

A. No, because they were always in the finance office and I wasn't in the finance office.

Q. Have you ever seen a consumer sign any of the paperwork for purchase?

A. For?

Q. Purchase of a vehicle from New York Motor Group.

A. No.

Q. You've never seen a consumer sign

never signed anything that was blank.
Q. How do you know that if you've only seen a few consumers sign papers?
A. Because no consumer would sign a blank piece of paper. Especially for contracts and everything like that. They just wouldn't. They would say, "I'll come back when the printer or whatever is working" -- if the person says it's, you know, broken or anything, if Julio states anything. Because customers just wouldn't sign anything blank.
Q. You just assume they wouldn't?
A. I know they wouldn't. Because I remember one time we told the client to come back, because the printer wasn't working actually.
Q. When was that?
A. I don't remember when it was, but I remembered it happened.
Q. When Mr. Estrada worked there?
A. Yes.
Q. You might have been asked this before I came in earlier today. Did Mr. Estrada work there the entire time you

Nada Smith

worked there?

A. No. The first few months that I was there, there was another finance manager. His name is Angel Santiago.

Q. When did you start working there?

A. October of 2012.

Q. When did you cease working there?

A. I'm sorry?

Q. When did you cease working at New York Motor Group?

A. When did I what?

Q. Cease working there.

A. "Cease"?

Q. Stop.

A. Oh, sorry. December 2013.

Q. Were any of the other complaints you have ever heard from any consumer about New York Motor Group -- other than Mr. Tuhin -- that he signed papers at the dealership that were in fact blank?

A. I think one or -- one other person said that; that they signed the paperwork blank.

Q. Did you have any reason to believe

Nada Smith

that wasn't true?

A. That he signed -- no, like I said, no client signed blank paperwork.

Q. When was that complaint that a consumer said that he signed blank paperwork?

A. It was before Tuhin. I don't remember exactly when.

Q. Six months before?

A. Probably, yeah.

Q. This contract with Mr. Tuhin, Exhibit C, is dated June 21, 2013?

A. Mm-hmm.

Q. So do you think that would have been going back to sometime in 2012 --

A. No, not in 2012.

Q. You have to wait until I finish the question. Do you believe that it was in January or February of 2013 that another consumer to your knowledge made a complaint that New York Motor Group had him sign blank paperwork?

A. I don't remember exactly when, but it was in the time frame of January to June.

Q. Of 2013?

Nada Smith

A. Yes. Closer to June. I don't remember exactly what month, but it was closer to June -- probably May.

Q. Do you remember that person's name?

A. No.

Q. Do you remember what type of vehicle that person was purchasing?

A. No.

Q. Do you know what happened to that complaint?

A. Yes.

Q. What happened to that complaint?

A. It was resolved.

Q. In what way?

A. I just, I never saw the person again. I never saw the client again and he never called back or anything. Julio handled the issue.

Q. Did Mr. Estrada tell you that the issue was resolved?

A. Yes.

Q. Did he say how?

A. No.

Nada Smith

Q. Did your father ever tell you that the issue was resolved?

A. No.

Q. Did your father know about the allegation -- other than Mr. Tuhin -- that a consumer was signing blank paperwork at New York Motor Group?

A. No, because we didn't have any clients sign blank paperwork, so it was false.

Q. I'm just wondering about that one, the complaint prior to --

A. That one customer?

Q. Yes. Let me just make sure that the record is clear.

The customer prior to Mr. Tuhin that alleged that he signed blank paperwork; that allegation was somewhere between January and June of 2013? Correct?

A. Yes.

Q. Was your father, if you know, told about that complaint?

A. I don't remember.

Q. You're not sure either way?

A. Yeah.

Nada Smith

Q. Okay, all right. You talked before about lines not matching up. So physically, in terms of the printout that is Exhibit C -- just physically speaking -- can you think of any reason why in fact Mr. Tuhin could not have signed a blank document that's Exhibit C?

A. Well, I mean he has to know his payments before he signs. So that's a reason why he wouldn't sign it blank.

Q. Okay. But there's no physical thing about the printout or the line-up of the information that would physically prevent them from having a signed contract that is blank?

A. No.

Q. So let's look at Exhibit B. This was marked in Mr. Tuhin's deposition as Defendant's Exhibit B. The exhibit sticker is dated October 27, 2014. Is there any reason to think that Mr. Tuhin could not have signed Defendant's Exhibit letter B in a blank form?

A. Yes.

Q. Why?

A. Because his signatures have to

Nada Smith

match every single, I guess, fee that he's charged with.

Q. Yes?

A. So in order to have him sign -- because we never know -- when it prints, we never know what numbers are going to go where, or how it's going to print out or how it's going to line up. So when it prints, it prints how it prints out, and we have them sign right next to the charge.

Q. Who is the person that generally prints out the forms like Defendant's Exhibit B and Defendant's Exhibit C?

A. Julio.

Q. Estrada?

A. Yes.

Q. So he would be the person who would know how to line up the text of the printouts onto the forms; right?

A. With every printout, I think this is -- every deal has different numbers and everything, so it's not always going to be on the same line.

Q. Do you know from your own

Nada Smith

knowledge if Mr. Estrada has the ability to know -- when he prints out a document like Exhibit C -- where the printout is going to go on the form? Do you know from your own knowledge one way or the other?

A. No. I know that he knows how to print out all the forms, but there's no telling where the numbers are going to show.

Q. But you don't know that from your own knowledge, or do you? Do you know if Mr. Estrada knows how to print out a form, so that when he prints it out he knows where the typed text will be?

A. I don't know.

Q. Is there any other reason why you think Mr. Tuhin could not have signed blank paperwork at New York Motor Group, other than what we have already discussed?

A. I actually remember Tuhin, because it was M&T Bank, and it was funded the next day. So there is no possible way that it could have been signed blank if it was funded the next day then and there. It just takes too much time to fill it out. If it was blank, I

Nada Smith

don't know.

Q. I'm not sure I follow you.

A. Tuhin's was funded the next day. And you asked me if -- I'm sorry, I'm lost now.

Q. Let's take it one step at a time. You said Mr. Tuhin's contract was funded the next day?

A. Yes.

Q. What do you mean?

A. That means the loan was, it was in his name the next day.

Q. Do you remember Mr. Tuhin being at the dealership the day he signed the paperwork?

A. Yes. Because it was a very old vehicle on our lot. Like, it was there for a long time -- the vehicle.

Q. So you remember him going to the dealership when he first signed the papers?

A. Coming in, yes.

Q. Did he talk to anyone?

A. No. I mean he spoke to the salesperson and everything like that. I said hi to him when I saw him and everything. But one-on-one conversation the first day, no.

Nada Smith

Q. What do you remember about the first day that Mr. Tuhin was there?

A. He came in and loved the car. He was very excited about it and loved it, signed the paperwork, and he was really happy.

Q. Did you see him sign the paperwork?

A. I'm trying to think.

MR. SIMON: Note my objection to the form. What paperwork are we referencing?

MR. LANE: Co-counsel are handing me their super secret questions and distracting me.

MR. SIMON: I just objected to the form of the question as to what paperwork. There's a lot of different types of paperwork.

Q. The first time Mr. Tuhin goes to the dealership and he signs paperwork, do you see him signing any of the paperwork?

A. I think I do, because I know for a fact he didn't sign it blank.

Q. How do you know that?

Nada Smith

A. Because I think I remember seeing him sign the paperwork. He came in so many times that it's just like, you know, that's why I remember him so well, because he came in a few times. I think I did see him sign it, because I had to go into the office to grab something -- I don't remember what I was getting, but I had to step into the office to get something, and he was even telling how excited he was about it.

Q. What do you remember him saying?

A. Because I asked him. I was like, "Do you like the vehicle?" And he said, "Yes, I love it. It drives so nice" and this and that. And "I'm getting a good deal."

Q. Do you remember him saying anything else?

A. The day that he purchased it, no.

Q. You handled the deal files?

A. Yes.

Q. What does that mean in Mr. Tuhin's case? What documents do you handle that you remember, sitting here today?

A. His DMV paperwork, to send it to

be registered. And I think it was one of the things that the deal needed to be funded that I had to fax over to the bank. I'm not sure honestly, I'm sorry.

Q. For Mr. Tuhin?

A. Yes. But I did do his DMV paperwork, like his MV-82 and stuff like that.

Q. What is an MV-82?

A. That's for registration. And an MV-50 is for a title, assignment for a title.

Q. Did you see a retail installment contract for Mr. Tuhin?

A. Yes.

Q. You saw him physically sign the paper?

A. I saw him sign papers, and they weren't blank.

Q. So you looked at the documents that he was signing?

A. I glanced over, yes.

Q. Which documents do you remember him signing?

A. I don't remember. But I know that all of them were full.

Nada Smith

Q. Did you see him sign a retail installment contract?

A. I don't remember what he signed exactly, but I know the paperwork that he was signing was complete.

Q. What paperwork did you see him signing that you believe was complete?

A. I had just went into the office for just a few seconds, so I saw him in there signing paperwork. I didn't really see exactly what he was signing.

Q. So sitting here today, from your best memory, from what you actually saw with your own eyes that day, do you remember what you saw him sign?

A. No.

Q. So sitting here today, your testimony -- and I know it's been a while, so I'm just asking you -- sitting here today, can you testify one way or the other whether the paperwork he signed included a blank retail installment contract?

A. I'm sorry? Can I testify that he did or didn't sign it blank?